

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

LISA ALYN,)	
)	
Plaintiff/Counterclaim Defendant.)	CIVIL ACTION NO. 3:15-cv-00596
)	
v.)	Judge Waverly D. Crenshaw, Jr
)	
SOUTHERN LAND COMPANY, LLC,)	Magistrate Judge Alistair Newbern
)	
Defendant/Counterclaim Plaintiff.)	

**STIPULATED DISMISSAL WITH PREJUDICE AND PROPOSED AGREED ORDER
FOR PERMANENT INJUNCTION WITHOUT ADMISSION OF LIABILITY**

Plaintiff/Counterclaim Defendant Lisa Alyn (“Alyn”) and Defendant/Counterclaim Plaintiff Southern Land Company, LLC (“Southern Land”) respectfully notify the Court that the parties have reached a settlement of all claims in this case. Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Alyn and Southern Land hereby stipulate to the dismissal of the First Amended Complaint [Doc. 37] and Second Amended Answer and Counterclaims [Doc. 38], and Answer to Counterclaims [Doc. 44] in this Civil Action and all claims and counterclaims asserted therein with prejudice. Each party will bear its own attorneys’ fees and expenses.

The settlement provides, among other things, for no admission of liability whatsoever by either party regarding the claims and counterclaims; the entry of a Permanent Injunction without admission of liability against Alyn as set forth below; dismissal of Alyn’s claims against Southern Land with prejudice; and dismissal of Southern Land’s counterclaims with prejudice, subject only to enforcement of the Permanent Injunction without admission of liability and

settlement agreement as provided for in the Consent Decree entered in this case. It is therefore ORDERED that:

1. Except and until as otherwise agreed by the parties for transition of certain domain names from Alyn to Southern Land, Alyn and all persons in active concert or participation with her are hereby permanently enjoined from the following:

a. Any use of any simulation, reproduction, copy, or colorable imitation of the WESTHAVEN trademarks set forth in U.S. No. 3,101,150 and U.S. Trademark Reg. No. 3,101,151 as a business name, domain name, social media user name, or other trademark use;

b. Any use of the WESTHAVEN trademarks set forth in U.S. No. 3,101,150 and U.S. Trademark Reg. No. 3,101,151 as a business name, domain name, social media username, or other trademark use; and

c. Engaging in any acts that are likely to cause confusion, or to cause mistake, or to deceive the public as to the affiliation, connection, or association of Ms. Alyn with Southern Land, or as to the origin, sponsorship, or approval of any of Ms. Alyn's services or commercial activities by Southern Land.

2. Notwithstanding the foregoing, Ms. Alyn may use the word "Westhaven" in the context of a fair and factual statement to the effect that "I help clients buy and sell homes in the Westhaven community," "I live and work in Westhaven," "I specialize in selling real estate in Westhaven," "Selling property in Westhaven is my specialty," "Specializing in Westhaven," and/or "I sell homes and assist in leasing property in Westhaven" provided that the word "Westhaven" is not to be highlighted in any manner through the use of larger style, distinctive typographical style or script, color, shading, setting, or other design elements.

3. Notwithstanding section 1 of this Order, nothing shall prevent Alyn from being a real estate agent who sells and/or leases homes and other properties in the Westhaven community and fairly stating that she does so.

4. Notwithstanding section 1 of this Order, Alyn also may place advertisements in emails, flyers, and signs that reference homes or other dwelling for sale in the Westhaven community.

5. Alyn's claims against Southern Land are hereby dismissed with prejudice.

6. Southern Land's counterclaims against Alyn are hereby dismissed with prejudice, subject only to enforcement of the Permanent Injunction without admission of liability and settlement agreement as provided for in the Consent Decree entered in this case.



DISTRICT JUDGE WAVERLY D. CRENSHAW, JR.